

BROAD AGENCY ANNOUNCEMENT TITLE: AFRL/RXM Manufacturing Technology Open/Open BAA

BROAD AGENCY ANNOUNCEMENT TYPE: Amendment 3 to the BAA

BROAD AGENCY ANNOUNCEMENT NUMBER: BAA-RQKM-2014-0020

THIS IS AN ANNUAL NOTICE OF AN OPEN BAA AS REQUIRED BY FAR 35.016. White Papers are still being accepted against this BAA. Please see the initial BAA Announcement for specific details on submitting your white papers.

This amendment updates the original BAA with the following changes:

Overview Information:

The following paragraphs are now added to this section:

- **Your company must have a Defense Contract Audit Agency (DCAA) approved accounting system to be considered for award under this Open BAA. If you do not have a DCAA approved accounting system this may delay or prevent contract award.**
- **There will be no Cooperative Agreement or Grant awards under this Open BAA. Any reference to this in the BAA is now deleted.**
- **There is no model contract associated with this Open BAA. Any reference to this in the BAA is now deleted.**

The following paragraphs are updated:

- In the Solicitation Request paragraph, the small business size standard for NAICS code 541712 is changed from 500 employees to 1,000 employees.
- In the System for Award Management Registration paragraph, the date of FAR 52.204-7, System for Award Management (SAM), is changed to September 2016.
- Type of Contract/Instrument paragraph is updated to delete any reference to a grant or cooperative agreement.
- In the Brief Program Summary paragraph,
Address technical questions to: Mr. Scott Pearl, AFRL/RXM, 2977 Hobson Way, Bldg 653, Room 216 WPAFB, OH 45433-7746, email address: scott.pearl@us.af.mil, phone: (937) 904-4558

Address contracting questions to: Ms. Melissa Prickett, AFRL/RQKMT, 2130 8th Street, Area B, Bldg 45, WPAFB, OH 45433-7541, email address: melissa.prickett@us.af.mil, phone: (937) 713-9907

Section I, paragraph 4, Other Requirements, new paragraph d, Program Protection Plan is now included in all Statements of Work under this Open BAA:

Any potential critical program information (CPI) generated as part of this effort will be reviewed to determine the need for a PPP.

Section I, paragraph 4, Other Requirements, new paragraph e, Information Regarding Non-US Citizens Assigned to this Project is now included in all Statements of Work under this Open BAA:

Contractor employees requiring access to USAF bases, AFRL facilities, and/or access to U.S. Government Information Technology networks in connection with the work on this contract must be U.S. citizens. Possession of a permanent resident card ("Green Card") does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel Officer prior to providing access. The above requirements are in addition to any other contract requirements related to obtaining a Common Access Card (CAC).

For purposes of paragraph (a) above, if an IT network/system does not require AFRL to endorse a contractor's application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. If an IT network/system requires an U.S. Government sponsor to endorse the application in order for access to the IT network/system; AFRL will only endorse the following types of applications; consistent with the requirements above:

- (1) Contractor employees who are U.S. citizens performing work under this contract.
- (2) Contractor employees who are non-U.S. citizens and who have been granted a waiver.

Any additional access restrictions established by the IT network/system owner apply.

Section I, paragraph 5, Other Information, a.vii: The date of DFARS 252.245-7004, Reporting, Reutilization and Disposal is changed to September 2016.

Section I, NEW paragraph 6, Within Scope Modifications is now added:

Potential offerors are advised that due to the inherent uncertainty of research and development efforts, awards resulting from this announcement may be modified during performance to make within scope changes.

Section I, NEW paragraph 7, Third Party Software (Commercial and Non-Commercial) is now added:

DFARS 252.227-7014(d) describes requirements for incorporation of third party computer software. Any third party software (commercial and noncommercial) to be incorporated into a deliverable must be clearly identified in the proposal. Prior to delivery of any third party software, the contractor will obtain an appropriate license for the Government, and the written approval of the contracting officer. Any third party software to be delivered to the Government that are not reasonably identifiable at proposal submission, must still be approved by the contracting officer prior to incorporation into a system deliverable. This obligation to obtain pre-approval by the contracting officer, as described above, continues throughout contract administration.

The Government will neither accept nor execute a DD Form 250 for the software deliverables until the Contractor obtains from all third party software suppliers and/or vendors (Licensor) licenses that comply with the following terms and conditions for the Government (Licensee):

1. The license shall not subject the Government to liability that is indefinite or indeterminate, such as an indemnification clause, as it

would constitute an obligation in advance or in excess of an appropriation and violate the Anti-Deficiency Act.

2. The license shall not create a contingent liability for the Government. This includes, but is not limited to: unilateral price increases, automatic assessment of charges, and automatic renewal of the license.
3. The license shall be governed by Federal Statutes, Case Law, and Federal Regulations, and shall not be subject to the laws or jurisdiction of any municipality, state, or foreign country.
4. The license shall not include non-substitution language that would preclude or limit the Government from using another vendor/reseller and/or product to fulfill Government requirements.
5. The license shall not comment on entitlement to attorney fees.
6. The Licenser shall not have the authority to unilaterally terminate the license. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.
7. The Licenser shall not have the right to enter the premise or monitor the networks of Licensee for the purpose of auditing the use of the license.
8. The Licenser shall not use any injunctive relief clauses as the Licenser cannot prevent the Licensee from performing mission operations.
9. The Licenser shall not have the authority to control any litigation between a third party and the Licensee.
10. The Licenser shall not use the fact that the Licensee is using the Licenser's products in any notification to the public (e.g., no publicity rights permitted).

Additionally, the Contractor may be required to obtain licenses that comply with the following terms and conditions, based on the Government's needs:

1. The license shall not disclaim all warranties through use of an "as is" provision.
2. The license shall neither restrict the Government from using the product at various sites nor limit use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the [PROGRAM NAME]. In performance of the [PROGRAM NAME], Government personnel as well as Government contractors may use the software.
3. The license shall not limit the Government's use of the software at other Government and Government contractor sites.] [The license shall authorize the Government to use the software at the following sites: [list]].

4. The license shall not require automatic updates or give Licensor the authority to unilaterally replace the software.
5. The Licensee shall not be restricted from copying or embedding elements of accessible code into other applications (e.g., nesting code, derivative works).

The Contractor may obtain agreement from the Licensor to insert the clause below to its respective software licenses intended to be transferred to the Government:

"In the event that any of the provisions of the [Software License] are determined to be inconsistent with Federal law and/or do not otherwise satisfy the Government's needs, the parties to the [Software License] hereby agree that such provisions shall be null and void as they pertain to the Government. Specifically, the following sections are hereby deleted from the [Software License] [and/or amended as indicated below]: [Section X: deleted; Section Y: amended as follows [...]]"

If the Licensor will not agree to the terms and conditions cited herein and/or as contained in DFARS 227.72, the Contractor shall retain the current license on behalf of and for the benefit of the US Government if permissible under its license and such use will not subject the Government to the terms of the license.

The Contractor shall provide documentation to clearly correlate or map software license(s) to:

- a) Contract Line Item Numbers (CLINS);
- b) Contract Deliverables (CDRLS);
- c) Paragraphs in the statement of work (SOW); and
- d) Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain commercial software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract.

Section II, Award Information paragraph is changed to delete the reference to any assistance instrument award. **There will be no grants or cooperative agreements awarded under this Open BAA.**

Section II, Award Information, the following sentence is now added: The Air Force anticipates making multiple awards during the 5 year BAA period; however, the AF reserves the right to award zero contracts based on the offeror's ability to perform the desired work.

Section III, Eligibility Information, paragraph 2 is now deleted as Cost Sharing is not a possibility under this Open BAA.

Section III, Eligibility Information, paragraph 5b, Export Control: You must submit a copy of your approved DD Form 2345, Militarily Critical Technical Data Agreement, with your proposal if export control requirements apply.

Section IV, paragraph 1, Application Package, is changed to update the **Broad Agency Announcement (BAA) Guide for Industry website** to:

<https://cs.eis.afmc.af.mil/sites/contracting/AFRL/BAA%20Guidance/BAA%20Ind%20Guide.pdf>

Section IV, 2a, General, is changed to correct the Government white paper review estimate. The estimate is changed from 30 working days to **45 working days**.

Section IV, 2c, Format, is changed to request you include the BAA number (BAA-RQKM-2014-0020) in your white paper submission.

Section IV, 3a, General, is changed to update the **Broad Agency Announcement (BAA) Guide for Industry website** to:

<https://cs.eis.afmc.af.mil/sites/contracting/AFRL/BAA%20Guidance/BAA%20Ind%20Guide.pdf>

as well as revise the number of copies of proposals. Offerors must submit one-original and **3 copies** of their proposals to the Contracting POC, identified in Section VII.

Section IV, 3b, viii, Page Limitation, is changed to state that Offerors include only **1 copy of the CD** with the Microsoft WORD version of the proposal.

Section IV, 3d, Cost/Business Section, paragraph ii, The threshold for submitting subcontracting plans is changed to **\$700,000**.

Section IV, 4, Proposals for Grants and Cooperative Agreements *is deleted in its entirety. There will be no grants or cooperative agreement awards under this Open BAA.*

Section IV, 7, Other Submission Requirements, is changed to correct an error made in Amendment 2 of this Open BAA. The correct address to submit white papers is:

AFRL/RQ, Mail Room 90, Bldg 45

2130 8th Street

Wright-Patterson AFB, OH 45433-7541

Attn: Melissa Prickett

Section VI, Award Administration Information, paragraph 1, Award Notices is changed to read: Offerors will be notified whether their proposal is recommended for award, by letter or e-mail. The notification is not to be construed to mean the award of a contract is assured, as availability of funds and successful negotiations are prerequisites to any award.

Section VII, Agency Contacts, is changed as follows:

1. Address technical questions to: Mr. Scott Pearl, AFRL/RXM, 2977 Hobson Way, Bldg 653, Room 216 WPAFB, OH 45433-7746, email address: scott.pearl@us.af.mil, phone: (937) 904-4558
2. Address Contracting questions to: Contract Negotiator, Ms. Melissa Prickett, AFRL/RQKMT, 2130 8th Street, Area B, Bldg 45, WPAFB, OH 45433-7541, email address: melissa.prickett@us.af.mil, phone: (937) 713-9907

Section VIII, Other Information, paragraph 2, Support contractors is changed to read:

Only Government employees will evaluate proposals for selection. Offerors are advised that employees of commercial firms under contract to the Government may be used to administratively process proposals, monitor contract performance, or perform other administrative duties requiring access to other contractors' proprietary information. These support contract include nondisclosure agreements prohibiting their contractor employees from disclosing any information submitted by other contractors or using such information for any purpose other than that for which it was furnished.

Section VIII, Paragraph 6, Item Unique Identification and Valuation

The date for DFARS 252.211-7003 is changed to March 2016.

Section VIII, Paragraph 10, Ombudsman

The date for AFFARS 5352.201-9101 is changed to Apr 2014.

Section VIII, Paragraph 12, Employment Eligibility Verification

The date for FAR 52.222-54 is changed to Oct 2015.

Section VIII, Paragraph 13, Reporting Executive Compensation and First-Tier Sub-contract/Sub-recipient Awards

The date for FAR 52.204-10 is changed to Oct 2016.

The sentence "Any grant or agreement award resulting from this announcement may contain the award term set forth in 2 CFR, Appendix A to Part 25" is deleted.

Section VIII, Paragraph 16, Safeguarding of Unclassified Controlled Technical Information DFARS 252.204-7012 (Nov 2013) is replaced by DFARS 252.2014-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting dated Oct 2016.

Section VIII, Paragraph 17, White Paper/Proposal Content Checklist, paragraph d: Specific Certifications and Representations (Section K) will be provided by the contracting office once an acceptable proposal is received.

Paragraph g: This paragraph is now deleted as there is no Model Contract associated with this Open BAA.

Section VIII, New Paragraph 18, Certificate of Current Cost or Pricing

Data: Adequate price competition is not anticipated for awards made under this BAA. Therefore, contractors will be required to submit a Certificate of Current Cost or Pricing Data if an award meets the threshold in FAR 15.403-4.